

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 26</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0004</div>		3. EFFECTIVE DATE <div style="text-align: center;">13-Sep-2002</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">W16ROE-2168-2016</div>		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, NEW YORK ATTN: CENAN-CT ROOM 1843 26 FEDERAL PLAZA (DACA51) NEW YORK NY 10278-0090		CODE <div style="text-align: center;">DACA51</div>		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. <div style="text-align: center;">DACA51-02-B-0016</div>	
				X		9B. DATED (SEE ITEM 11) <div style="text-align: center;">26-Jul-2002</div>	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this Amendment is as follows : 1. Invitation for Bid No. DACA51-02-B-0016, C -17 Communication Support, McGuire Air Force Base has been cancelled and converted to a negotiated procurement under solicitation DACA51-02-B-0016. Basis of Award shall be Price and Past Performance. 2. Wage Determination NO: NY 020003 applies and shall become a part of any contract award. 3. Review changes to Technical Specifications and Drawings are included. 4. Incorporate Negotiation Clauses See Continuation Page NOTE: Bidders must acknowledge receipt of the amendment by the date specified in the solicitation (or as amended) by one of the following methods: in the space provided on the SF 1442, by separate letter, or by telegram or by signing Block 15 below. FAILURE TO ACKNOWLEDGE AMENDMENTS BY THE DATE AND TIME SPECIFIED MAY RESULT IN REJECTION OF YOUR BID IN ACCORDANCE WITH THE LATE BID, LATE MODIFICATIONS OF BIDS OR LATE WITHDRAWAL OF BIDS (FAR 14.304)							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED <div style="text-align: center;">13-Sep-2002</div>	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

CHANGES TO THE SPECS**AMENDMENT 0004 TO DRAWINGS AND SPECIFICATIONS FOR FY 02 –17
COMMUNICATIONS SUPPORT, McGUIRE AFB, NEW JERSEY – DACA51-02-B-
0016****TO OFFERORS**

The following changes shall be made to the drawings and specifications.

Drawings

1.) The following DRAWINGS have been **REISSUED:**

a.) ES102, Revision 1

1.) The following DRAWINGS have been **ISSUED:**

a.) ES103 (Provides enlargement of indicated areas of ES102 for clarification)

SPECIFICATIONS

The following SPECIFICATIONS have been **REVISED but not REISSUED:**

Section 01330, Submittal Procedures

Add the Submittal Register, Eng Form 4288, to the end of the section.

Section 13967, FM-200 Total Flooding Fire Suppression System

Paragraph 1.3: **ADD** the following sentence to the end of the paragraph: "The system shall be designed by the Contractor employing the services of a registered fire protection engineer."

Section 15070A, Seismic Protection for Mechanical Equipment

Paragraph 1.2.5.1: **DELETE** this paragraph in its entirety.

Section 15182A, Refrigerant Piping

Paragraph 2.8.1: **DELETE** this paragraph in its entirety.

Paragraph 3.1.17: **DELETE** this paragraph in its entirety.

Paragraph 3.1.12.12: **DELETE** the reference to Section 13080, Seismic Protection for Miscellaneous Equipment from first sentence.

Section 15184N, High Temperature Water System

Paragraph 2.1.2: **ADD** the following sentences to the end of the paragraph: "All high temperature heating water piping shall be preinsulated pipe and fittings consisting of steel service pipe as described, cellular glass insulation, steel conduit, polyurethane foam insulation, and fiberglass reinforced plastic (FRP) exterior jacket. Installation shall include all required subassemblies and shall be per manufacturer's recommendations. Piping system shall be similar to Perma-Pipe Multi-therm 500 pipe."

Section 15400N, Plumbing Systems

ADD new Paragraph:

2.3.6 Domestic Water System Insulation

Provide 15 mm thick flexible cellular foam insulation conforming to ASTM C 534 at all piping and equipment installed above grade. Insulation shall have flame spread rating of 25 or less and a smoke-developed rating of 50 or less.

Paragraph 3.1.3.1: **DELETE** the text of the paragraph and **ADD** the following in its place: Bond cuts, butt joints, ends, and longitudinal joints with manufacturer recommended adhesive. Miter 90-degree turns, elbows, and valve insulation. Insulate flanges, unions, valves and fittings in accordance with manufacturer's published instructions. Insulation shall be continuous through pipe hangers and supports, and shall utilize galvanized steel shields.

Section 15212N, High and Medium Pressure Compressed Air Piping

Paragraph 1.3: **DELETE** the requirement for SD-03 Product Data Submittals for "Air Compressor," "Air Dryer," "Air Receiver" and "Desiccant Air Dryer," as these items are not utilized for this project.

Paragraph 2.1.2: **REMOVE** brackets and **ADD** "or" between MIL-F-5509 and SAE J514.

Section 15995A, Commissioning of HVAC Systems

Appendix "A,": Pre-commissioning Checklist: **DELETE** checklist items "Air Handler," "Hot Water Boiler," and "Steam Boiler," as these items are not utilized for this project.

EVALUATION CRITERIA

Past Performance will be evaluated as part of the negotiated procurement. The Government will evaluate the quality and relevance of each Offeror's past performance on recent past (5-7 years) projects that were similar in scope and/or magnitude to this project. Offeror's are requested to provide a list of projects (up to three), to include a brief scope of work for each project, the contract value, and the customer Point of Contact (Name, Organization, Telephone Number).

SECTION 00010 - SOLICITATION CONTRACT FORM

The following have been modified:

WAGE RATES

GENERAL DECISION **NY020003** 09/13/2002 NY3

Date: September 13, 2002 sg

General Decision Number **NY020003**

Superseded General Decision No. NY010003

State: New York

Construction Type:

BUILDING

HEAVY

HIGHWAY

RESIDENTIAL

County(ies):

BRONX

NEW YORK

RICHMOND

KINGS

QUEENS

BUILDING & RESIDENTIAL CONSTRUCTION PROJECTS (includes single family homes and apartments up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date

0 03/01/2002

1 03/08/2002

2 03/22/2002

3 05/03/2002

4 06/07/2002

5 07/12/2002

6 09/13/2002

COUNTY(ies):

BRONX	NEW YORK	RICHMOND
KINGS	QUEENS	

ASBE0012A 01/01/2002

Rates	Fringes
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ASBESTOS/INSULATOR WORKERS:

SCOPE OF WORK:

includes application of all
insulating materials, protective
coverings, coatings and finishing
to all types of mechanical
systems.

36.11	20.89
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HAZARDOUS MATERIAL HANDLER	23.00	6.20
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* BOIL0005A 09/01/2002

Rates	Fringes
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BOILERMAKER	\$35.86	21.17+a
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FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Thanksgiving Day, Memorial
Day, Independence Day, Labor Day and Good Friday, Friday after
Thanksgiving, Christmas Eve Day and New Years Eve

BRNY0001A 07/01/2001

Rates	Fringes
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BRICKLAYERS	36.22	15.56
STONEMASONS	30.69	17.90

BRNY0001B 07/01/2002

Rates	Fringes
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POINTERS, CLEANERS & CAULKERS	34.25	12.65
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BRNY0003A 07/01/2002

Rates	Fringes
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TERRAZZO WORKERS	37.88	14.60
TERRAZZO FINISHERS	30.07	14.60

BRNY0004A 01/01/2000

Rates	Fringes
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MARBLE SETTERS	28.72	15.65
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BRNY0020A 01/01/2000

Rates	Fringes
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MARBLE FINISHERS	23.69	16.83
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BRNY0024A 01/01/2000			
	Rates	Fringes	
MARBLE POLISHERS		29.90	12.38

BRNY0052A 05/01/2002			
	Rates	Fringes	
TILE LAYERS		33.67	17.76

BRNY0088A 06/03/2002			
	Rates	Fringes	
TILE FINISHERS		28.32	14.50

CARP0001Y 01/01/2002			
	Rates	Fringes	
CARPENTERS:			
Carpenters & Soft floor			
layers	35.09	23.64	

CARP0740A 01/01/2002			
	Rates	Fringes	
MILLWRIGHTS		35.21	25.96

CARP1456E 07/01/2001			
	Rates	Fringes	
DOCKBUILDERS		33.48	23.64

CARP1456F 07/01/2001			
	Rates	Fringes	
DIVERS	41.17	23.64	
DIVER TENDERS	30.39	23.64	

CARP1536A 07/01/2001			
	Rates	Fringes	
TIMBERMEN	30.59	23.64	

ELEC0003A 05/09/2002			
	Rates	Fringes	
ELECTRICIANS	39.00	27.85	
Jobbing, and maintenance			
and repair work	22.60	10.34+a	

PAID HOLIDAYS:

a. New Years Day, Washington's Birthday, Memorial Day,
Independence Day, Labor Day, Columbus Day, Election Day,

Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day

* ELEC1049A 10/01/2001

Rates

Fringes

QUEENS COUNTY

LINE CONSTRUCTION:

Substation and Switching
structures pipe type cable
installation and maintenance jobs
or projects; Railroad electrical
distribution/transmission systems
maintenance (when work is not
performed by railroad employees)

Overhead and Underground transmission/
distribution line work. Fiber optic,
telephone cable and equipment

Lineman and Cable Splicer;	33.10	10.39
Heavy Equipment Operator;	23.33	6.99
Groundman	17.50	6.08

Tree Trimmer	20.85	6.98
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ELEV0001B 07/01/1998

Rates

Fringes

ELEVATOR MECHANICS (New Construction) 34.415 10.805+a

ELEVATOR MECHANICS (Modernization
and Repair)

28.576 10.655+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday,
Washington's Birthday, Memorial Day, Independence Day,
Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day,
Friday after Thanksgiving, and Christmas Day.

PAID VACATION: Employer contributes 8% of regular basic
hourly rate as vacation pay for employees with more than
5 years of service, and 6% for employees with less than
5 years of service

ENGI0014B 07/01/2000

Rates

Fringes

POWER EQUIPMENT OPERATORS (HEAVY & HIGHWAY):

GROUP 1	45.17	16.95+a
GROUP 2	37.17	16.95+a
GROUP 3	37.43	16.95+a
GROUP 4	36.53	16.95+a
GROUP 5	35.80	16.95+a
GROUP 6	34.75	16.95+a

GROUP 7	34.98	16.95+a
GROUP 8	33.94	16.95+a
GROUP 9	33.19	16.95+a
GROUP 10	33.08	16.95+a
GROUP 11	30.37	16.95+a
GROUP 12	31.04	16.95+a
GROUP 13	30.88	16.95+a
GROUP 14	23.13	16.95+a
GROUP 15	21.73	16.95+a

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Tower crane

GROUP 2: Backhoes, power shovel, Hydraulic clam shells, moles and machines of a similar type

GROUP 3: Mine hoists and crane, etc. used as mine hoists

GROUP 4: Gradalls, keystones, cranes (with digging buckets), bridge cranes, trenching machines, vermeer cutter and machines of a similar nature

GROUP 5: Piledrivers, derrick boats, tunnel shovels

GROUP 6: Raise bore drill, and machines of a similar nature

GROUP 7: Back filling machines, cranes, mucking machines, dual drum pavers

GROUP 8: Mixers (concrete w/loading attachments), concrete pavers, cableways, land derricks, power house (low pressure units), concrete pumps

GROUP 9: Concrete plants, well drilling machines, stone crushers double drum hoist, power house (other than above)

GROUP 10: Concrete mixers

GROUP 11: Elevators

GROUP 12: Concrete breaking machine, Hoists (single drum), load masters, locomotive and dinkies over 10 tons,

GROUP 13: Vibratory console

GROUP 14: Compressors (portable 3 or more in battery), tugger machine (caissons) well point pumps, chum drill

GROUP 15: Boilers, (high pressure, compressors (portable, single, or 2 in battery, not over 100' apart), pumps (river cofferdam and welding machines (except where arc is operated by members of local 15) push button machines, all engines irrespective of power (power pac) used to drive auxilliary equipment, air, hydraulic etc.

PREMIUMS ON CRANES (Crawler or Truck):

100' to 149' boom - add .50
 150' to 249' boom - add .75
 250' to 349' boom - add 1.00
 350' to 450' boom - add 1.50

UTILITY CONSTRUCTION:

Utility compressors	20.65	16.95+a
Off shift compressors	26.43	16.95+a
Horizontal boring rig	31.70	16.95+a

PAVING CONSTRUCTION:

Asphalt spreader	32.99	16.95+a
Asphalt roller	32.08	16.95+a
Asphalt plants	27.63	16.95+a

STEEL ERECTION:

Three drum derricks	41.07	16.95+a
Cranes, Hydraulic Cranes, 2 drum derricks, Forklifts, Boom Trucks	39.41	16.95+a
Compressors, Welding Machines	27.91	16.95+a

Premiums for Cranes on Steel Erection:

100' to 149' boom - add 1.75
 150' to 249' boom - add 2.00
 250' to 349' boom - add 2.25
 350' to 450' boom - add 2.75
 Tower crane - add 2.00

FOOTNOTE:

a. Paid Holidays: New Year's Day; Lincoln's Birthday;
 Washington's Birthday; Memorial Day; Independence Day;
 Labor Day; Veterans Day; Columbus Day; Election Day;
 Thanksgiving Day; and Christmas Day; provided the employee
 works one day the payroll week in which the holiday occurs.

ENGI0014C 08/01/1999

Rates Fringes

**POWER EQUIPMENT OPERATORS
(BUILDING & RESIDENTIAL):**

GROUP 1	37.46	16.95+a
GROUP 2	37.08	16.95+a
GROUP 3	35.51	16.95+a
GROUP 4	34.96	16.95+a
GROUP 5	28.05	16.95+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Double drum

GROUP 2: Stone derrick, cranes, hydraulic cranes, boom trucks

GROUP 3: 4 pole Hoist, Single Drum Hoists

GROUP 4: Fork lift, house cars, plaster (platform machine), plaster bucket, concrete pump and all other equipment used for hoisting material

GROUP 5: Compressors, welding machines (cutting concrete work), paint spraying, sand blasting, pumps (with the exclusion of concrete pumps), house car (settlement basis only), all engines irrespective of power (power pac) used to drive auxiliary equipment, air, hydraulic, etc., boilers

Premiums for Cranes:

100'-149' boom - add 1.75
 150'-249' boom - add 2.00
 250'-349' boom - add 2.25
 350'-450' boom - add 2.75
 Tower cranes add 2.00

FOOTNOTE:

- a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the payroll week in which the holiday occurs

* IRON0040P 07/01/2002

Rates Fringes
 BRONX, NEW YORK, RICHMOND

IRONWORKERS (STRUCTURAL) 34.85 34.78

IRON0046C 07/01/2001

Rates Fringes
 IRONWORKERS (METALLIC LATHERS) 36.50 21.42

* IRON0197A 07/01/2002

Rates Fringes
 IRONWORKERS (STONE DERRICKMAN) 35.76 26.46

* IRON0361P 07/01/2002

Rates Fringes
 KINGS, QUEENS

IRONWORKERS (STRUCTURAL) 34.85 34.78

IRON0580A 01/01/2002

	Rates	Fringes
IRONWORKERS (ORNAMENTAL)	33.65	26.40

LABO0006A 07/01/2001

	Rates	Fringes
BUILDING CONSTRUCTION		

LABORERS:

CEMENT AND CONCRETE WORKERS	29.50	13.32
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LABO0029A 07/01/2001

	Rates	Fringes
LABORERS: (Heavy)		

Blasters	31.53	16.70
Blasters (hydraulic trac drill)	32.08	16.70
Hydraulic Trac Drill	28.38	16.70
Wagon; Airtrac; Quarry Bar		
Drill Runners	27.83	16.70
Jackhammers, Chippers, Spaders, Concrete Breakers, All Other Pneumatic Tools, Walk Behind Self-Propelled Hydraulic Asphalt and Concrete Breaker	27.14	16.70
Powder Carriers	24.50	16.70

LABO0078A 12/01/2001

	Rates	Fringes
ASBESTOS (Removal, Abatement, Encapsulation or Decontamination of asbestos); LEAD; & HAZARDOUS WASTE LABORERS (Hazardous Waste, Hazardous Materials, Biochemical and Mold Remediation, HVAC, Duct Cleaning, Re-spray Fireproofing, etc.	23.15	6.05

LABO0079A 01/01/2001

	Rates	Fringes
LABORERS: (Building)		

Mason Tenders	25.55	13.19
Demolition Laborers		
Tier A	26.55	12.99
Tier B	16.25	6.40

CLASSIFICATIONS

TIER A: Responsible for the removal of all interior partitions and structural partitions that can consist of sheet rock, block or

masonry. Also, all structural slab openings for ducts, mechanical, shafts, elevators, slab openings and exterior walls

where the building is not being completely demolished.

TIER B: Responsible for shoveling of debris into containers, pushing containers from the inside to the outside of the building.

LABO0147A 07/01/2000

Rates Fringes

LABORERS

FREE AIR TUNNEL WORKERS

Tunnel Workers (including Maintenance Men, Inside Muck Lock Tenders, Pump Men Electricians, Cement Finishers, Caulkers, Hydraulic Men, Sheild Men, Monorail Operators, Motor Men, Conveyor Men, Powder Carriers, Pan Men, Riggers, Chuck Tenders, Track Men Painters, Nippers, Brakemen, Cable Men, Hose Men, Grout Men, Gravel Men, Form Workers, Concrete Workers, Tunnel Laborers, Mole Nipper (one (1) Mole Sipper per Working Shaft per Shift for up to and including Two (2) Moles)

LABORERS	26.31	13.06
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LABO0731A 07/01/2001

Rates Fringes

LABORERS: (Building,
Heavy and Residential):

UNSKILLED	28.74	14.64
UTILITY LABORER	28.59	14.64

Paid Holidays:

Labor Day and Thanksgiving Day

LABO1010A 07/01/2001

Rates Fringes

LABORERS HIGHWAY CONSTRUCTION:

FORMSETTERS	32.04	15.55+a
LABORERS	28.94	15.55+a
Landscape Planting & Maintenance	28.84	15.55+a
Fence Installer & Repairer	28.84	15.55+a
Slurry/Sealcoater/Play Equipment		
Installer	28.69	15.55+a
Maintenance Safety Surface	28.44	15.55+a
Small Power Tools Operator	28.44	15.55+a
Small Equipment Operator (Not		
Operating Engineer)	28.94	15.55+a

FOOTNOTES:

a. PAID HOLIDAYS: Memorial Day, Fourth of July, Labor Day, Columbus Day, Election Day and Thanksgiving Day, provided the

employee has worked one (1) day in the calendar week in which the said holiday occurs.

LABO1018A 07/01/2001

	Rates	Fringes
LABORERS:		
Asphalt Rakers	32.36	15.55+a
Asphalt Tampers	29.92	15.55+a
Screedman/Micropaver	32.73	15.55+a
Landscape Planting & Maintenance		
Fence Installer/Maintenance	29.81	15.55+a
Play Equipment/Safety Surface		
Installer	29.31	15.55+a
Slurry/Sealcoater	29.31	15.55+a
Shoveler, General Laborers/		
All other incidental work	29.81	15.55+a
Line Striping Installers	29.56	15.55+a
Small Equipment Operator	29.56	15.55+a

FOOTNOTE:

a. Paid Holidays: Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, and Thanksgiving Day

PAIN0009B 05/01/2002

	Rates	Fringes
PAINTERS		
Painters, Drywall Finishers, Lead		
Abatement Worker (Bridge Work)	30.25	15.42
Spray, Scaffold and Sandblasting	33.25	15.42

GLAZIERS 32.20 20.17

All repair and maintenance work on particular building, whenever performed, where the total cumulative contract is under \$100,000.00.

GLAZIERS 19.05 11.44

PAIN0806A 10/01/2001

	Rates	Fringes
PAINTERS:		
Structural steel		
and Bridge	37.00	21.26

PAIN1974A 01/02/2002

	Rates	Fringes
DRYWALL TAPERS/POINTERS		33.82

PLAS0260A 07/01/1999

	Rates	Fringes
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BRONX, NEW YORK AND RICHMOND
COUNTIES:

PLASTERERS	27.91	15.55
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PLAS0260B 07/01/1999

	Rates	Fringes
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KINGS AND QUEENS COUNTIES

PLASTERERS	27.91	15.16
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* PLAS0530A 07/01/2002

	Rates	Fringes
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DRYWALL PLASTERERS	31.66	16.06
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PLAS0780A 07/01/2001

	Rates	Fringes
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CEMENT MASONS	36.00	15.34
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* PLUM0001K 07/01/2002

	Rates	Fringes
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PLUMBERS:	40.51	23.16
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JOBING AND ALTERATIONS

Any repair and or replacement
of the present plumbing
system that does not change
the existing roughing

	20.97	7.43
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PLUM0638A 12/26/2001

	Rates	Fringes
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SPRINKLER FITTERS, STEAMFITTERS	36.57	24.32
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SERVICE FITTERS	26.30	2.55
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Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including but not exclusively the charging, evacuation, leak testing and assembling for all machines for domestic, commercial and industrial refrigeration, air conditioning and heating apparatus.

Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

ROOF0008C 07/01/2001

	Rates	Fringes
ROOFERS	29.08	18.78

* SHEE0028B 08/01/2002

	Rates	Fringes
SHEET METAL WORKERS	37.17	24.13

* TEAM0282B 07/01/2002

	Rates	Fringes
TRUCK DRIVERS:		
Asphalt	29.55	21.1025+a+b
High Rise	32.01	19.5525+a+b
Euclids & Turnapulls	29.65	21.1025+a+b

FOOTNOTES:

PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week.

b. VACATION: For each 15 days worked within the contract year an employee will receive one day's vacation with pay with a maximum vacation of 3 weeks per year.

TEAM0813A 12/01/1998

	Rates	Fringes
TRUCKDRIVERS:		
GROUP 1	19.49	3.61+a
GROUP 2	19.76	3.61+a
GROUP 3	19.90	3.61+a
GROUP 4	20.23	3.61+a
GROUP 5	20.40	3.61+a
GROUP 6	21.29	3.61+a
GROUP 7	22.40	3.61+a
GROUP 8	19.90	3.61+a

FOOTNOTE:

- a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Christmas Day, Employee's Birthday, Two(2) Personal Days, and any holiday or day of mourning proclaimed as such by the State or Federal Government.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Closed body trucks with self contained loading unit up to and including 22 yard capacity.

GROUP 2: Open trucks, rack body or trucks with no self contained mechanical loading device, up to 22 yard capacity. One-container tractor hoist

GROUP 3: 10 wheel, open trucks, container loaders, dino-master, over-cab loaders, rack body trucks, or any trucks 22 yards to and including 25 yards capacity.

GROUP 4: Rubbish and garbage trucks, 26 yards to and including 31 yards.

GROUP 5: Single axle working non-compactor containers up to 15 yards capacity on rubbish and garbage removal.

GROUP 6: Roll-off trucks up to and including 42 yard capacity.

GROUP 7: Roll-off truck with more than 42 yard capacity or any tractor trailer trucks.

GROUP 8: One-container tractor hoist on construction and alteration debris removal.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

The following have been added by full text:

BEST VALUE

Best Value Lowest Price Technically Acceptable (LPTA) approach. Under this approach, the New York District intends to make an award to the offeror whose best and final offer (BAFO) is the lowest price technically acceptable offer. The Government intends to have discussions

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each

item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of

cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999) - ALTERNATE I (JAN 1997)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract. The obligations and rights specified in this paragraph shall extend to the use of, and charges for the use of, the facilities under this contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision

of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

(End of clause)

52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because--

(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA --MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been deleted:

WAGE RATES

(End of Summary of Changes)

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION

C-17 Communications Support

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION REVIEW NO	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01355A	SD-01 Preconstruction Submittals														
			Environmental Protection Plan	1.7	G												
		02315a	SD-06 Test Reports														
			Testing	3.13	G AE												
		02316a	SD-06 Test Reports														
			Field Density Tests	3.4.3													
			[], []														
			Testing of Backfill Materials	3.4.2													
		03100a	SD-03 Product Data														
			Form Materials	2.1	G AE												
			Form Releasing Agents	2.1.3	G AE												
		03200a	SD-02 Shop Drawings														
			Reinforcement	3.1	G AE												
			SD-07 Certificates														
			Reinforcing Steel	2.3													
		03300	SD-03 Product Data														
			Mixture Proportions	1.6	G AE												
			SD-06 Test Reports														
			Testing and Inspection for	3.12	G RE												
			Contractor Quality Control														
			SD-07 Certificates														
			Qualifications	1.4													
		04200a	SD-02 Shop Drawings														
			Masonry Work		G												
			AE														
			SD-03 Product Data														

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION

C-17 Communications Support

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION SECRET OR UNCLASSIFIED	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		04200a	Clay or Shale Brick	2.2	G												
			AE														
			Concrete Brick; G, AE														
			Insulation; G, AE														
			Cold Weather Installation	3.1.2	G												
			SD-04 Samples														
			Concrete Masonry Units (CMU)	2.4	G												
			RE														
			Concrete Brick; G, RE														
			Clay or Shale Brick; G, AE														
			Anchors, Ties, and Bar Positioners	2.8	G												
			Expansion-Joint Material		G												
			Joint Reinforcement	2.9	G												
			Insulation	2.11	G												
			Portable Panel		G												
			AE														
			SD-06 Test Reports														
			Efflorescence Test		G												
			AE														
			Field Testing of Mortar; G, AE														
			Field Testing of Grout; G, AE														
			Masonry Cement; G, AE														
			Special Inspection	1.5	G												
			RE														
			SD-07 Certificates														
			Clay or Shale Brick	2.2													

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		04200a	Concrete Brick	2.3													
			Concrete Masonry Units (CMU)														
			Control Joint Keys														
			anchors, Ties, and Bar Positioners														
			expansion-Joint Materials														
			Joint Reinforcement														
			reinforcing Steel Bars and Rods														
			masonry Cement														
			mortar Coloring														
			insulation														
			recast Concrete Items														
			mortar Admixtures														
			grout Admixtures														
		05090a	SD-03 Product Data														
			Welding Procedure Qualifications	1.5	G AE												
			Welder, Welding Operator, and	1.6	G AE												
			Tacker Qualification														
			Inspector Qualification	1.7	G AE												
			Previous Qualifications Prequalified		G AE												
			Procedures														
			SD-06 Test Reports														
			Quality Control	3.2													
		05120a	SD-02 Shop Drawings														
			Structural Steel System		G AE												
			Structural Connections: G, AE														
			SD-03 Product Data														

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		05120a	Welding	3.3	G AE												
			SD-04 Samples														
			High Strength Bolts and Nuts	2.2	G RE												
			Carbon Steel Bolts and Nuts; G, RE														
			uts Dimensional Style; G, RE														
			ashers; G, RE														
			SD-07 Certificates														
			Mill Test Reports														
			Welder Qualifications														
			Welding Inspector	1.5													
			Fabrication	3.1													
		05300a	SD-02 Shop Drawings														
			Deck Units	2.1	G AE												
			Accessories; G, AE														
			ttachments; G, AE														
			oles and Openings; G, AE														
			SD-03 Product Data														
			Deck Units	2.1	G AE												
			Attachments	3.2	G AE												
			SD-04 Samples														
			Deck Units	2.1	G RE												
			Accessories; G, RE														
			SD-07 Certificates														
			Deck Units	2.1													
			Attachments	3.2													
		05500a	SD-02 Shop Drawings														

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		05500a	Miscellaneous Metal Items	1.6	G AE												
		07220a	SD-03 Product Data														
			Application of Insulation	3.6	G AE												
			Inspection	3.7	G RE												
			SD-07 Certificates														
			Insulation	2.2													
			Glass Roofing Felt														
		07413a	SD-02 Shop Drawings														
			Fascia Siding		G AE												
			SD-04 Samples														
			Accessories	2.3	G RE												
			Fascia Siding		G AE												
			Fasteners	2.4	G RE												
			Gaskets and Insulating Compounds		G RE												
			SD-07 Certificates														
			Fascia Siding														
			Installation	3.1													
			ccessories														
		07600a	SD-02 Shop Drawings														
			Materials	2.1	G AE												
		07900a	SD-03 Product Data														
			Backing	2.1	G AE												
			Bond-Breaker	2.2	G AE												
			Sealant	2.4	G AE												
			SD-07 Certificates														
			Sealant	2.4													

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		08110	SD-02 Shop Drawings														
			Doors	2.1	G G												
			Doors	2.1	G G												
			Frames	2.5	G G												
			Frames	2.5	G G												
			Accessories, AE														
			SD-03 Product Data														
			Doors	2.1	G AE												
			Frames	2.5	G AE												
			Accessories	2.3													
		08710	SD-02 Shop Drawings														
			Hardware schedule	1.3	G AE												
			Keying system; G, RE														
			SD-03 Product Data														
			Hardware items	2.2	G AE												
			SD-08 Manufacturer's Instructions														
			Installation	3.1													
			SD-10 Operation and Maintenance														
			Data														
			Hardware Schedule	1.3	G RE												
			SD-11 Closeout Submittals														
			Key biting; G, RE														
		09660A	SD-03 Product Data														
			Static dissipative Vinyl Tile Flooring	3.3	G AE												
			Manufacturer's Installation	3.3	G RE												
			Instructions														

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		09660A	SD-04 Samples														
			Static dissipative Vinyl Tile Flooring	3.3	G AE												
			SD-06 Test Reports														
			Testing	3.6													
			SD-07 Certificates														
			Static dissipative Vinyl Tile	2.1													
			Adhesive	2.2													
		09900	SD-03 Product Data														
			Coating	2.1	G												
			Manufacturer's Technical Data	2.1													
			Sheets														
			SD-04 Samples														
			Color	1.7	G												
			SD-07 Certificates														
			Applicator's qualifications														
			Qualification Testing														
			SD-08 Manufacturer's Instructions														
			Application instructions														
			Mixing	3.5.2													
			Manufacturer's Material Safety Data	1.5.2													
			Sheets														
			SD-10 Operation and Maintenance														
			Data														
			Coatings:	2.1													
		13110A	SD-02 Shop Drawings														
			Drawings	1.3.9	G AE												

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		13110A	Contractor's Modifications	1.3.2	G AE												
			SD-03 Product Data														
			Equipment		G AE												
			Spare Parts	3.9													
			SD-06 Test Reports														
			Tests and Measurements	3.5	G RE												
			Contractor's Modifications	1.3.2	G RE												
			SD-07 Certificates														
			Cathodic Protection System														
			Services of 'Corrosion Expert'	1.3.1	G AE												
			SD-10 Operation and Maintenance														
			Data														
			Cathodic Protection System		G RE												
			Training Course	3.6	G RE												
		13967	SD-02 Shop Drawings														
			FM-200 System		G AE												
			SD-05 Design Data														
			FM-200 System		G AE												
		15070A	SD-02 Shop Drawings														
			Coupling and Bracing	3.1													
					02												
			Flexible Couplings or Joints	3.3													
			Equipment Requirements	1.3													
			Contractor Designed Bracing	1.2.4	G AE												
			SD-03 Product Data														
			Coupling and Bracing	3.1	G AE												

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		15070A	Equipment Requirements	1.3	G AE												
			Contractor Designed Bracing	1.2.4	G AE												
			SD-07 Certificates														
			Flexible Ball Joints	2.2													
		15182A	SD-02 Shop Drawings														
			Refrigerant Piping System	2.3													
			SD-03 Product Data														
			Refrigerant Piping System	2.3													
			Spare Parts														
			Qualifications	1.3													
			Refrigerant Piping Tests	3.3													
			Demonstrations	3.4													
			Verification of Dimensions	1.6.1													
			SD-06 Test Reports														
			Refrigerant Piping Tests	3.3													
			SD-07 Certificates														
			Service Organization	2.1													
			SD-10 Operation and Maintenance														
			Data														
			Operation Manuals														
			Maintenance Manuals	3.4													
		15184N	SD-01 Preconstruction Submittals														
			Valves	2.1.7													
			Packing	2.1.7.1													
			Gaskets	2.1.4													
			SD-02 Shop Drawings														

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		15184N	HTW System connection	1.3.2													
			SD-03 Product Data														
			Valves	2.1.7													
			Pipe	2.1.2													
			Pipe fittings	2.1.3													
			SD-07 Certificates														
			Welding procedure specifications	1.3.6.1													
			Performance qualification record	1.3.6.1													
			Previous qualifications	1.3.6.1													
			Valves	2.1.7													
			Gaskets	2.1.4													
		15212N	SD-02 Shop Drawings														
			High pressure compressed air system	1.4.2													
			SD-03 Product Data														
			Air compressor														
			Air dryer														
			Instrumentation and controls														
			Air receivers and separators														
			Desiccant air dryers														
			Piping and tubing	2.1.1													
			Fittings	2.2.2													
			Valves	2.2.6													
			Adapters	2.1.7													
			Pressure gages	2.1.8													
			Snubbers	2.1.9													

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		15212N	Timed solenoid drain	2.1.10													
			Traps	2.2.10													
			Filters	2.1.11													
			Strainers	2.1.12													
			Unions	2.1.13													
			O-ring gaskets	2.1.14													
			Flexible connections	2.2.11													
			Hangers and supports	2.1.15													
			Valve box	2.4													
			Identification labels for piping	2.5													
			SD-06 Test Reports														
			Air compressor														
			Air receiver														
			Laboratory test reports	1.4.3.1													
			NDE report for high pressure air receiver														
			Pressure test	3.5													
			Leak tightness test	3.5													
			SD-07 Certificates														
			Data and Certification	1.4.6.1													
			Welding and brazing procedure qualifications	1.4.5													
			Welder, brazer, and welding and brazing operator qualification	1.4.6													
			List of qualified welders and brazers	1.4.6.2													

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		15212N	Compressed air system	1.4													
			SD-08 Manufacturer's Instructions														
			Air receivers and separators														
			SD-10 Operation and Maintenance														
			Data														
			Air compressor														
			Air dryer														
			SD-11 Closeout Submittals														
			air compressor														
			air dryer														
			compressed air system	1.4													
		15216N	SD-02 Shop Drawings														
			Welding pressure piping; G, AE														
			SD-07 Certificates														
			Welding procedures qualification;														
			G, AE														
			Inspector certification; G, AE														
			SD-11 Closeout Submittals														
			Weld identifications	1.5.8.1													
		15400N	SD-03 Product Data														
			Pipe and fittings	2.1													
			Valves	2.2.2													
			Plumbing fixtures														
			Pipe hangers and supports	2.3.5													
			Water hammer arresters	2.2.4													
		15702N	SD-03 Product Data														

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		15702N	Computer room air conditioning units	2.1													
			Space temperature control system drawings	2.4.2													
			SD-06 Test Reports														
			CRACU production schedule and factory test schedule	2.5.2													
			Manufacturer's factory test plans	2.5.1													
			Factory test reports	2.5.5													
			Field test schedule	3.3.2													
			Manufacturer's field test plans	3.3.1													
			Field test reports	3.3.6													
			SD-07 Certificates														
			Certificate of Specification Compliance	2.3													
			Credentials of the manufacturer's field test representative	3.3.3													
			SD-08 Manufacturer's Instructions														
			Installation manual for each type of CRACU														
			SD-10 Operation and Maintenance Data														
			Computer room air conditioning units	2.1													
		15995A	SD-03 Product Data														
			Commissioning Team	3.1	G AE												

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		15995A	Test Procedures		G AE												
			Test Schedule		G AE												
			SD-06 Test Reports														
			Test Reports		G AE												
		16264A	SD-02 Shop Drawings														
			Layout		G G												
			Acceptance	3.9	G												
			SD-03 Product Data														
			Performance Tests	3.5.5													
			Sound Limitations	2.6	G												
			Generator	2.12													
			Integral Main Fuel Storage Tank	2.3.4													
			Power Factor	3.5.1.2													
			Time-Delay on Alarms	2.16.5													
			Cooling System	2.5													
			Manufacturer's Catalog	2.2													
			Instructions	3.8	G												
			Experience	1.4.8													
			Field Engineer	1.4.9													
			General Installation	3.1													
			Site Visit														
			SD-06 Test Reports														
			Onsite Inspection and Tests	3.5	G												
			SD-07 Certificates														
			Vibration Isolation	1.4.7													
			Prototype Tests														

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		16264A	Reliability and Durability														
			Emissions	2.9													
			Sound limitations	2.6													
			Flywheel Balance														
			Materials and Equipment	2.1													
			Factory Inspection and Tests	2.25													
			Inspections	3.5.3													
			Cooling System	2.5													
		16375A	SD-02 Shop Drawings														
			Electrical Distribution System	3.10													
			As-Built Drawings		G												
			Nameplates	2.2													
			Material and Equipment	2.1													
			SD-06 Test Reports														
			Factory Tests														
			Field Testing	3.7.3													
			Operating Tests														
			Cable Installation	3.1.3.4													
			SD-07 Certificates														
			Material and Equipment	2.1													
			SD-10 Operation and Maintenance														
			Data														
			Electrical Distribution System	3.10													
		16410A	SD-02 Shop Drawings														
			Switches		G AE												
			Equipment	1.3.1	G AE												

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION

C-17 Communications Support

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASS S I A / F I C A R E I V O W N R	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		16410A	Installation	3.1	G AE												
			SD-03 Product Data														
			Material	1.3.1	G AE												
			Equipment	1.3.1	G AE												
			SD-06 Test Reports														
			Testing	2.4	G AE												
			SD-07 Certificates														
			Equipment	1.3.1	G AE												
			Material	1.3.1	G AE												
			Switching Equipment		G AE												
			SD-10 Operation and Maintenance														
			Data														
			Switching Equipment		G AE												
			Instructions	3.2	G AE												
		16415A	SD-02 Shop Drawings														
			Interior Electrical Equipment														
					02												
			SD-03 Product Data														
			Manufacturer's Catalog														
					03												
			Material, Equipment, and Fixture														
			Lists														
			Installation Procedures														
			As-Built Drawings	1.2.6													
			Onsite Tests	3.20.2	G AE												
			SD-06 Test Reports														

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION

C-17 Communications Support

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASS / CATEGORY	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		16415A	Factory Test Reports		G AE												
			Field Test Plan		G AE												
			Field Test Reports	3.18	G AE												
			SD-07 Certificates														
			Materials and Equipment	1.4													
					07												
		16710A	SD-02 Shop Drawings														
			Premises Distribution System	1.7	G												
			Record Drawings		G AE												
			SD-03 Product Data														
			Record Keeping and Documentation	1.8	G R												
			Spare Parts		G R												
			Manufacturer's Recommendations	3.1.1	G AE												
			Test Plan		G R												
			Qualifications	1.4	G AE												
			SD-06 Test Reports														
			Test Reports		G AE												
			SD-07 Certificates														
			Premises Distribution System	1.7	G AE												
			Materials and Equipment	2.1	G AE												
			Installers		G AE												